

Dated 15 JUNE 2008

## Trust Deed

adopting replacement provisions governing the

**R KIRBY & SONS LIMITED SSAS**

Certified as a True Copy of the Original  
For Pension Practitioner Com  
HMRC Practitioner No: 00005836  
Dated: 03 MAY 2012

*B. M. Davis*  
BRAD DAVIS

## Parties

**R KIRBY & SONS LIMITED** (in this deed called the 'Principal Employer')

**GRAHAM KIRBY** (in this deed called the 'Continuing Trustees') in the deed called the "Continuing Trustees")

**THOMASINE G KIRBY** (in this deed called the "new Trustee")

## Recitals

- (A) R KIRBY & SONS SSAS (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Definitive Trust Deed dated 15 May 2003 (in this deed called the 'Existing Provisions').
- (B) The Continuing Trustees (referred to in the Existing Provisions as "the Managing Trustees"), and the Outgoing Trustee (referred to in the Existing Provisions as Pensioner Trustee) are the trustees of the Scheme (the 'Trustees'). The Principal Employer is the principal sponsoring employer of the Scheme (referred to in the Existing Provisions as "the Principal Employer").
- (C) It is intended to replace the Existing Provisions in their entirety, pursuant to the 16 (2) of the Existing Provisions which vests the power of alteration in the Principal Company and the Trustees.
- (D) It is also intended that the Outgoing Trustee is removed as as a trustee of the Scheme by the Principal Employer in accordance with 4 (4) of the current provisions.
- (E) It is intended to appoint THOMASINE G KIRBY as a Trustee of the Scheme

## Operative provisions

- 1 Each Trustee who is a member by his execution of this deed gives his consent as a member to any and all modifications made by this deed, and confirms that he has had a reasonable opportunity to make representations to the other Trustees about the modifications, and that he is aware that the consent requirements apply in his case in respect of the modifications. Words given a specific meaning for the purposes of section 67 of the Pensions Act 1995 shall have the same meaning in this clause.
- 2 Pursuant to Rule 4 (4) of the attached Rules the Principal Employer removes the Ongoing Trustee as a trustee of the Scheme.
- 3 The parties agree to take all reasonable steps to vest in the Continuing Trustees upon the trusts of the Scheme any of the assets of the Scheme held in the name of the Outgoing Trustee (jointly or alone), including the removal of the name of the Outgoing Trustee from any relevant registration at HM Land Registry
- 4 The New Trustee is appointed for all the purposes of the Scheme and by signing this Deed agrees so to act in accordance with Trust Deed and Rules.
- 5 The provisions of this deed shall have effect on and from its date.


IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

Certified as a True Copy of the Original  
For Pension Practitioner .Com  
HMRC Practitioner No: 00005886  
Dated: 03 MAY 2012

B. M. Davis  
BRAD DAVIS

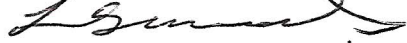
SIGNED as a deed, and delivered when dated, by  
**R KIRBY & SONS LIMITED** acting by

Director Signature:   
Name : GRAHAM KIRBY

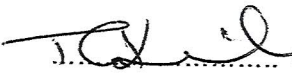
Director/ Secretary Signature:   
Name : THOMASINE KIRBY


SIGNED as a deed, and delivered when dated, by  
**GRAHAM KIRBY** in the presence of:

 (signature)


Witness Signature:   
Name : L. SIMMONS  
Address : 15 SUNNINGDALE PL  
INSLIP  
PR40UB

SIGNED as a deed, and delivered when dated, by  
**THOMASINE G KIRBY** in the presence of:

X  (signature)

Witness Signature:   
Name : L. SIMMONS  
Address : 15 SUNNINGDALE PL  
INSLIP  
PR40UB

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